



## **Fitness in the Park Permits Guidelines, Application, and Agreement**

Thank you for considering the City of Bloomington Parks and Recreation Department (BPRD) facilities for your fitness program. We look forward to having you use one of our parks and ask that you follow these rules to ensure that your program goes smoothly and that park resources are protected. Failure to comply with these rules could result in a void of your special permit. Best wishes for a safe and successful program!

Return this application and the additional fees/forms to the City of Bloomington Parks and Recreation Department at least **6 weeks prior** to your event. Submitting this Fitness in the Park Permit Application is not a confirmation to conduct your planned program. Your application will be processed and you will receive notice of approval or rejection within 2 weeks. Once approved, it may be necessary to set up a planning meeting with BPRD staff. **Incomplete applications will not be accepted. If your application is accepted, this document becomes the Agreement governing your use of the park(s) for the event described herein.**

### **APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED**

- |  |  |
|--|--|
| <input type="checkbox"/> Application for Rental Agreement    | <input type="checkbox"/> Program Site Plan |
| <input type="checkbox"/> Application Fee \$25/non-refundable | <input type="checkbox"/> Class Schedule    |

### **Rental/Permit Fees and Certificate of Insurance:**

Rental/permit fees and certificate of insurance are required within ten days following approval of permit application and receipt of invoice. Program date(s) will only become final once all payment(s) have been received.

Checks should be made payable to City of Bloomington and mailed to:  
PO Box 848, Bloomington, IN 47402 or dropped off at  
401 N. Morton St., Suite 250

### **Refunds:**

The City of Bloomington Parks and Recreation Department will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made less than 7 days before the event will result in the forfeiture of the entire rental fee. Refunds will not be issued due to inclement weather.

### **Insurance:**

During the performance of any and all Services under this Agreement, permit applicant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.



All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as an additional insured under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

**Meeting:**

Once the application has been approved, BPRD staff will contact the applicant to determine if a planning meeting is necessary. If necessary, this meeting may be mandatory to work out all the details of the program.

**B-Line Trail:**

The section of trail from 6<sup>th</sup> St. – the east side of Rogers including the plaza adjacent to Farmers' Market and the east side of Showers between 6<sup>th</sup> St. – 10<sup>th</sup> St. is not available for use on Saturday's April – November from 5:00am-3:00pm. Property adjacent to the B-Line Trail is not available for placement of tables, chairs, signage, portable toilets, etc. Any group using the B-Line Trail must supply security at all intersections to assist walkers/runners/parades in safely crossing bisecting streets.

**Vehicles and Parking:**

Vehicles are not allowed on Park property other than streets and parking areas. Failure to comply with this guideline will result in a loss of permit. Parking is permitted in designated park parking lots.

**Trash Removal/Recycling:**

You are responsible for securing additional receptacles or having your trash hauled away if park containers won't accommodate the needs for your program. Bagged trash (10 bag maximum) may be placed next to a park trash receptacle after a program for park staff to remove. You are responsible for providing trash bags and any additional trash receptacles as needed. Trash that is not disposed of properly or overfills a receptacle may result in a loss of the permit. Dumpsters are to be placed in designated areas or as approved by park staff. You are responsible for taking any recycling to the recycle center.

**Equipment:**

Bloomington Parks and Recreation is not responsible for any equipment or items used in your program. You are responsible for scheduling security to watch over your area. Barbells, bumper plates, plate weights, and sleds are not allowed. TRX straps, rings, and resistance bands are not allowed to be hung from trees. All music devices used during the program must be battery powered.

**Child Supervision:**

If children under the age of 18 are part of the program, it is your responsibility to provide adequate supervision.

**Safety:**

The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

The individual or group is totally responsible for the behavior and actions of those individuals attending their program and shall take reasonable care to ensure that its participants, spectators or employees do not bring prohibited items into the event.

**Copyright:**

It is the applicant's responsibility to comply with federal and state copyright laws applicable to any of the activities of the event.

**Noise Permits:**

It is the responsibility of the applicant to secure proper noise or parade permits from the Department of Public Works.

**This includes the use of amplified and non-amplified music. Applicants can call 812-349-3411 for additional information.**

**Indemnity:**

Applicant agrees to release, hold harmless, indemnify and defend the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance Applicant's program. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from those activities, whether such claims may be brought by the parties or any third-party, even if arising from the negligence of releases.

**Violations:**

Park facilities must be used solely in accordance with the City of Bloomington Parks and Recreation policies and procedures. BPRD retains the right to revoke a special use permit any time upon violation of your agreement or the risk or threat of a violation of your agreement.

Failure to comply with any of the provisions of this Agreement may constitute a violation. In addition, the following activities are examples of violations of this Agreement: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco or drugs), excessive guests, excessive noise, or other activities which cause a disturbance to other nearby park activities or are in violation of state law and local ordinances. Sleeping (overnight camping) in parks, golf courses, or any other park premises is prohibited.

**Questions?**

Paula McDevitt, Recreation Services Division Director

[mcdevitp@bloomington.in.gov](mailto:mcdevitp@bloomington.in.gov)

(812) 349-3713



CITY OF BLOOMINGTON  
parks and recreation

401 N. Morton St. • Suite 250

P.O. Box 848 • Bloomington • IN • 47402

OFFICIAL FITNESS IN THE PARK PERMIT APPLICATION  
City of Bloomington Parks and Recreation Department (BPRD)  
(Please Print or Type)

- Parks and trail operating hours are 5:00a.m. to 11:00p.m.
- Permit applications must be submitted to the Department at least six weeks prior to event
- An application for shall not become a permit until it has been approved and signed by the Department.
- Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Type of Organization: (check all that apply)

☐ Governmental:

☐ City of Bloomington

☐ Monroe County

☐ Other \_\_\_\_\_

☐ Department-Affiliated

☐ Non-Profit

Tax ID# \_\_\_\_\_

Non-Profit Fundraising Event

Tax ID# \_\_\_\_\_

☐ Private – City Resident

☐ Private – Non-Resident

☐ Profit Making

☐ Other

Please complete entire application:

**Date of Application:** \_\_\_\_\_

**Date(s) of Proposed Program:** \_\_\_\_\_

**Contact Information:**

1. Organization applying for Fitness in the Park:

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

2. Name of organizational **contact** responsible for managing program

(Please list the one representative that will be responsible for all communication):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address/Phone Number (If different)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax: \_\_\_\_\_

Entire Application Must Be Completed In Full



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E-mail: \_\_\_\_\_

### Program Logistics:

3. Name of Program: \_\_\_\_\_

4. Type of program: (Please check as many as applicable)

☐ Group Exercise Class

☐ Small Group Training (2-6 people)

☐ Personal Training

☐ Other (please explain) \_\_\_\_\_

5. Program Description

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6. Do you plan to bring fitness equipment that will be used during the program? ☐yes ☐no

(a) If yes, please describe below.

Type of Equipment	Quantity

**All Programs:** A map detailing placement of program (site map) will be required for all programs. GIS maps of City Parks are available online at <http://bloomington.in.gov/documents>

**\*A copy of your site map must be attached to this application.**

7. Requested date(s) and time(s) for program:

Program	Starting Date(s)	Ending Date(s)	Starting Time(s)	Ending Time(s)	Set-up Date/Time	Dismantle Date/Time

(a) Designated date(s) for inclement weather? (rain date) ☐yes ☐no

If yes, date: \_\_\_\_\_

8. Total number of anticipated participants: \_\_\_\_\_.

9. Will any signs, banners or flyers be hung or posted? ☐yes ☐no



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**Describe the proposed locations of the banners, etc. (Due to city ordinances regarding signage, additional permission may be needed to hang banners/signs in advance of event. Contact the City of Bloomington Planning Department at 349-3423)**\_\_\_\_\_

10. Is this program open to the public? ☐ yes ☐ no

11. Please advise what accommodations you are providing for persons with special needs: (parking, transportation, accessibility)

12. Will there be a charge to attend/participate? ☐ yes ☐ no

If yes, please explain the type of fee and amount:

Type Fee(s): \_\_\_\_\_ Fee Amount: \_\_\_\_\_

13. Please describe how you plan to remove trash from the program site: \_\_\_\_\_

Person responsible for clean up: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Relationship to organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Security/Safety:**

14. What are your plans for providing emergency/medical services? \_\_\_\_\_

**Program Music:**

15. Do you plan to provide music for this program? ☐ yes ☐ no

If yes, please describe: \_\_\_\_\_

16. Will any type of sound amplifying equipment or devices be used in conjunction with this event?

☐ yes ☐ no If yes, please list type of equipment

Type of Equipment	Quantity

17. Are there any special provisions pertaining to your event that have not been addressed on this application: \_\_\_\_\_



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**By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.**

**Please Read Carefully :**

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

I \_\_\_\_\_, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Due with Application:**

☐ Application Fee: \$25/non-refundable                      \$ \_\_\_\_\_

\_\_\_\_\_  
**To be completed by Bloomington Parks and Recreation Staff**  
**Renters will receive an invoice for total amount of fees due**

☐ **Permit Fee: \$10/hour**    \$ \_\_\_\_\_

City of Bloomington Parks and Recreation Department Fitness in the Park Application **(PARK USE ONLY)**

Date Received: \_\_\_\_\_ Fees Charged: \_\_\_\_\_

Permit #: \_\_\_\_\_

Scheduled for Special Use Meeting Date: \_\_\_\_\_ Approved: \_\_\_\_\_

City of Bloomington contact person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-mail: \_\_\_\_\_